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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

TRI-VALLEY CARES, NUCLEAR WATCH OF
NEW MEXICO, MARYLIA KELLEY, JANIS
KATE TURNER, TARA DORABJI, HENRY C.
FINNEY and CATHERINE SULLIVAN,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF ENERGY,
NATIONAL NUCLEAR SECURITY
ADMINISTRATION, LAWRENCE LIVERMORE
NATIONAL LABORATORY, and LOS ALAMOS
NATIONAL LABORATORY,

Defendants.

Case No. CV-03-3926-SBA

STIPULATED AGREEMENT AND
ORDER
REGARDING ATTORNEYS' FEES
AND COSTS

Dept: 3
Judge: Hon. Sandra B. Armstrong

1 Plaintiffs and Defendants, by their undersigned attorneys, hereby stipulate as follows:

2 1. By this Agreement, the parties have agreed to settle Plaintiffs' claim for
3 attorneys' fees and costs in the above captioned litigation. Defendants agree to pay one
4 hundred ninety-five thousand dollars (\$195,000) in full and complete satisfaction of any and all
5 claims, demands, rights, and causes of action pursuant to the Equal Access to Justice Act
6 ("EAJA"), 28 U.S.C. § 2412(d), and/or any other statute and/or common law theory, for all
7 attorneys' fees and costs already incurred by Plaintiffs, individually and/or severally, in this
8 litigation.

9 2. On behalf of all Defendants, the Department of Energy will make full payment
10 within thirty (30) days of entry of this Agreement and Order thereon by the Court. Payment in
11 that amount shall be made via electronic transfer of funds.

12 3. If the Department of Energy does not provide full payment within thirty (30)
13 days of the Court's entry of this Agreement, interest on any unpaid amount shall accrue
14 beginning on the 31st day after entry of this Agreement by the Court. The rate of interest for
15 any unpaid amount shall be the rate of interest specified in 28 U.S.C. § 1961.

16 4. This Agreement is the result of compromise and settlement, is based on and
17 limited solely to the facts involved in this case, and shall not be construed as an admission of
18 liability by Defendants. However, the Agreement is binding on the Parties and may be cited in
19 proceedings brought to enforce the terms of the stipulation. Defendants do not waive any
20 defenses they may have concerning the claims settled under this Agreement, except for
21 purposes of the enforcement of this Agreement.

22 5. No provision of this Agreement shall be interpreted as or constitute a
23 commitment or requirement that Defendants obligate or pay funds in violation of the
24 Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law.

25 6. The undersigned representatives of the Parties certify that they are fully
26 authorized by the respective Parties whom they represent to enter into the terms and conditions
27 of this Stipulated Agreement and to legally bind such Parties to it.

28 7. This Stipulation represents the entirety of the Parties' commitments with regard

1 to settlement. The terms of this agreement shall become effective upon approval by the Court
2 of this Stipulation.

3 IT IS HEREBY AGREED.

4
5 Respectfully submitted this 17 day of May, 2007.

6 MATTHEW J. McKEOWN
Acting Assistant Attorney General

7
8 /s/ Barclay T. Samford
BARCLAY T. SAMFORD
9 Trial Attorney

10 Attorney for Defendant

11 /s/ Stephan C. Volker
12 STEPHAN C. VOLKER
13 ALLETTA BELIN

14 Attorney for Plaintiffs

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18 PURSUANT TO STIPULATION IT IS SO ORDERED.

19
20 Dated: 6/1/07

21 
Saundra Brown Armstrong
22 United States District Judge
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